Preduzeće za proizvodnju, promet i usluge "UNIPROMET" d.o.o. Br. 2491/1 12.4. 2024 god. ČAČAK

**UGOVOR O UGRADNJI ČELIČNE ZAŠTITNE OGRADE**

Ovaj Ugovor ("Ugovor") je zaključen 12.04. 2024, u Čačku, od strane i između:

**1.** CHINA CIVIL ENGINEERING CONSTRUCTION CORPORATION BALKAN OGRANAK BEOGRAD, Batajnički drum 3 deo 6A, Beograd (Zemun), Matični br. 29507031, PIB: 109874997, koje zastupa: Zhongzheng Chen, zakonski zastupnik (u daljem tekstu: „Naručilac");

**i**

**2.** „UNIPROMET DOO ČAČAK" - organizovan i radi u skladu sa zakonima Srbije, sa registrovanom sedištem u Konjevićima, opština Čačak, ulica Bulevar oslobodilaca Čačka 92a, sa matičnim brojem 07364954, PIB 101297718, koje zastupa g-din. Aleksandar Marković, ostali zastupnici (u daljem tekstu: „Izvođač").

Izvođač i Naručilac se u ovom Ugovoru zajednički zovu „Ugovorne strane "a individualno kao „Ugovorna strana".

PREAMBULA

Ovaj Ugovor se zaključuje između Ugovornih strana u cilju izvršenja posla montaže čeličnih zaštitnih ograda na projektu pruga Novi Sad – Subotica – granica (Kelebija), a na osnovu zahteva Naručioca.

Naručilac je angažovao Izvođača za izvođenje radova i Izvođač se složio da će izvesti Radove kao što je definisano u skladu sa članovima ovog Ugovora.
U skladu sa tim predviđeno je i dogovoreno između Ugovornih strana sledeće:

**Član 1.**

1.1 Na ime plaćanja koja će Naručilac izvršiti Izvođaču po ovom Ugovoru, Izvođač preuzima i prihvata da izvede i završi radove predviđene u ovom Ugovoru, a prema uslovima i odredbama ovog Ugovora.

1.2 Naručilac je Izvođaču dostavio svu relevantnu tehničku dokumentaciju (Prilog 1), a na bazi te dokumentacije i zahteva Naručilaca, Izvođač je

**CONTRACT FOR INSTALLATION OF SAFETY GUARD RAILS**

This Contract (the "Contract") is concluded in Cacak on 12.04. 2024, by and between:

**1.** CHINA CIVIL ENGINEERING CONSTRUCTION CORPORATION BALKAN OGRANAK BEOGRAD, Batajnički drum 3 deo 6A, Beograd (Zemun), Registration No.: 29507031, VAT: 109874997, represented by: Zhongzheng Chen (hereinafter referred to as: "Customer");
And

**2.** "UNIPROMET LTD ČAČAK" - organized and operating in accordance with Serbian legislation, with registered head office in Konjevići, municipality of Čačak, Bulevar oslobodilaca Cacka 92a, with Registration No. 07364954, Tax Identification Number: 101297718, represented by Mr. Aleksandar Markovic, legal representative (hereinafter: "Contractor ").

The Contractor and the Customer are collectively referred to herein as "Contracting parties" and individually as a "contracting party".

PREAMBLE

This Contract is concluded between the Contracting parties for the purpose of the execution of the work installation of safety guard rails, on the project: **railroad Novi Sad - Subotica – border (Kelebija)**, based on the request of the Customer.
The Customer hired the Contractor to execute the work and the Contractor has agreed to carry out the work as defined below in accordance with the articles of this Contract.
According to this, it is foreseen and agreed between the Contracting parties as follows:

**Article 1**

1.1 For the purpose of payment made by the Customer to the Contractor under this Contract, the Contractor accepts to carry out and complete the work provided in this Contract, according to the terms and conditions of this Contract.

1.2 The Customer has provided and delivered all relevant technical documentation to the Customer (Attachment 1) and based on this documentation, the Customer submitted the offer No. PONGRA24-0096

podneo Ponudu br.: PONGRA24-0096 (JOB24-0104) od 25.03.2024 godine (Prilog 2). Oba Priloga definišu radove po ovom Ugovoru („Radovi").

***Vrednost Ugovora***
**Član 2.**
**Cena Ugovora i uslovi plaćanja**

2.1 Prihvaćena cena po ovom Ugovoru iznosi: **6.268.066,11 RSD** (šest milionadvestotinešesdesetosamhiljadašezdesetšest dinara i 11/100).

2.2 Gornji usvojeni iznos Ugovora uključuje sve direktne i indirektne troškove, za izvršenje svih ugovornih obaveza preuzetih od strane Izvođača. Ista obuhvata i Izvođačeve slučajne troškove koji su potrebni za profesionalno izvršenje Radova kako bi Izvođač u potpunosti izvršio obaveze u skladu sa ugovornim zahtevima i uslovima.

2.3 Na ugovorenu cenu nije obračunat PDV u skladu sa pozitivnim pravom Republike Srbije.

2.4 Cene su date na paritetu CPT– ugrađeno na gradilištu Naručioca Novi Sad – Subotica – granica (Kelebija).

2.5 Naručilac će plaćanje Prihvaćene cene iz tačke 2.1. platiti na bazi potpisanih i odobrenih privremenih mesečnih situacija/izdatih faktura i okončanoj situaciji.

2.6 Naručilac se obavezuje da iznos iz tačke 2.1. plati na sledeći način:

- avansno 100% ukupnog iznosa u roku od 3 (tri) kalendarska dana od datuma potpisivanja ovog Ugovora

2.7. Ugovorene jedinične cene, utvrđene ponudom Izvođača, su fiksne i ne podležu promeni iz bilo kojih razloga, do ispunjenja ukupne ugovorne obaveze od strane Izvođača.

2.8 Porez i troškovi
Ugovorna cena se ne menja zbog bilo kakvog podizanja ili spuštanja poreskih stopa.

2.9 Valuta
Sva plaćanja u skladu sa ovim Ugovorom vršiće se u Dinarima (RSD) a na osnovu fakture izdate od strane Izvođača.

0096 (JOB24-0104) from 25.03.2024 (Attachment 2). These attachments define the work under this Contract ("Works").

***The value of the Contract***
**Article 2**
**Contract price and payment terms**

2.1 The Accepted amount is: **6.268.066,11 RSD** (six million two hundred sixty eight thousand sixty six dinars and 11/100).

2.2 The above mentioned Accepted amount includes all direct and indirect costs for the performance of all contractual obligations accepted by the Contractor. It also includes the Contractor's incidental expenses necessary for the professional execution of the Works so that the Contractor completely fulfills the obligations in accordance with the contractual requirements and conditions.

2.3 The Accepted amount does not include VAT and in accordance with positive law of the Serbia.

2.4 The prices are given according to CPT terms: installed at the Customer's Construction Site: railroad Novi Sad - Subotica – border (Kelebija).

2.5 The Customer will make the payment of the Accepted Amount according to confirmed and signed Interim payment certificate/issued invoices and completed certificate.

2.6 The Customer will pay the amount from point 2.1. as follows:

- 100% in advance of the total amount shall be paid within 3 (three) calendar days from the date of signing this Contract

2.7 The agreed unit prices determined by the Contractor's offer are fixed and are not subject to change for any reason, until the fulfillment of the total contractual obligation by the Contractor.

2.8 Tax and costs
The Contract price does not change due to any rise or fall in tax rates.

2.9 Currencies
The all Payment according to this Contract shall be payable in Dinars (RSD) based on the invoice issued by the Contractor

**Article 3**

**Član 3.**
**Viškovi, naknadni i nepredviđeni radovi**

3.1. Izvođač se obavezuje da izvede i sve dodatne, naknadne i nepredviđene radove koje Naručilac i Nadzor nalože Izvođaču a odnose se na predmet radova po ovom Ugovoru.

Izvođač se obavezuje da dodatne radove izvede po ugovorenim cenama po ovom Ugovoru do iznosa do kojeg isti ne prelazi iznos od 10% od ukupnih Ugovorenih radova definisanih predmerom radova tj. Ponudom ili nekim drugim dokumentom koji je prilog ovog Ugovora, a za nepredviđene radove i radove koji prelaze 10% Ugovorenih radova (dodatni naknadni radovi) dostavi Naručilacu ponudu u roku od najduže 2 (dva) dana od dana definisanja radova od strane Naručioca, i da ove radove, po potvrdjivanju ponude od strane Naručilaca, izvede u skladu sa aneksom Ugovora koji će biti zaključen, u pisanoj formi.

3.2. Ponuda sa novim cenama koje se ugovaraju ovim Ugovorom će se dostaviti u sledećim slučajevima:

- ako količina radova prelazi vrednost od 10 % Ugovorenih radova,
- ukoliko su takvi radovi naloženi prema članu 4 (izmene i usklađivanja),
- u Ugovoru odnosno Ponudi nije navedena cena za takvu stavku niti se cena može zasnovati na bazi kriterijuma utvrđenih za isti ili slični tip Proizvoda iz Ponude,
- nijedna cena iz ponude ili Ugovora nije odgovarajuća, jer stavka nije sličnog karaktera ili nije izvedena pod sličnim uslovima kao neka druga stavka u Ugovoru i/ili Ponudi.

3.3. Ukoliko tokom izvođenja radova, Izvođač angažuje dodatnu opremu za izvođenje radova od one koja je bila predviđena za redovno izvođenje radova po ovom Ugovoru, Izvođač ima pravo da sa Naručiocem dogovori cenu rada po satu takve opreme (npr. angažovanje mašine za ravnanje terena pre montaže, angažovanje saobraćajne signalizacije za regulaciju saobraćaja itd). Angažovanje dodatne opreme bi se definisalo aneksom Ugovora.

**Član 4.**
**Izmene, usklađivanja i poboljšanja**

**Surpluses, subsequent and unforeseen works**

3.1. The Contractor undertakes to carry out all surpluses; subsequent and unforeseen works ordered by the Customer and the Supervisor and are referred to the subject of works under this Contract.

The Contractor undertakes to execute surpluses works at the contracted prices under this Contract, up to the amount to which it does not exceed the amount of 10% of the total Contracted works defined by the Work Premise i.e. the Offer or any other document attached to this Contract, and for unforeseen works and works exceeding 10% of the Contracted works (surpluses and subsequent works) to submit an offer to the Customer within 2 (two) days from the day of defining the works by the Customer, and to perform these works, after the confirmation of the offer by the Customer in accordance with the concluded annex to the Contract, in written form.

3.2 Offer with the new prices that are to be contracted with this Contract will be submitted in the following cases:

- if the quantity of goods exceeds the value of 10% of the Contracted works,
- if such works are ordered under Article 4 (Changes and Adjustments),
- in the Contract or in the Offer no price is stated for such an item nor can the price be based on the criteria established for the same or similar type of Product from the Offer,
- no price from the offer or Contract is appropriate because the item is not of a similar nature or is not executed under similar terms as another item in the Contract and / or the Offer.

3.3 If, during the execution of the Works, Contractor hires additional equipment for the execution of works, other than foreseen for the regular execution of works under this Contract, the Contractor reserves the right to agree the price per hour for that equipment (e.g. using a machine for terrain alingment before the instalation, hiring traffic signalization for traffic regulation etc.). Engagement of additional equipment would be defined by an annex to the Contract.

**Article 4**
**Changes, adjustments and improvements**

4.1 Changes may be initiated by the Customer at

4.1 Izmene može inicirati Naručilac u svako doba pre završetka radova i izdavanja Privremene Potvrde o preuzimanju radova, bilo izdavanjem uputstva ili zahteva Izvođaču da dostavi svoju Ponudu.

4.2 Izvođač je u obavezi da izvede sve tražene izmene osim ukoliko odmah ne obavesti Naručioca o objektivnoj nemogućnosti obezbeđenja sredstava za izvođenje tražene izmene, ili takve izmene značajno uzrokuju promene u redosledu i napredovanju radova ili drugo i o tome pisanim putem obavesti Naručioca. Nakon dobijanja takvog obaveštenja Naručilac poništava, potvrđuje ili menja nalog koji je dao Izvođaču. Izvođač je dužan da postupi po zahtevima Naručioca za izmene, izuzev u slučaju nemogućnosti obezbeđenja sredstava za izvođenje traženih izmena.

4.3 Izvođač u svako doba može dostaviti Naručiocu pisani predlog koji će prema mišljenju Izvođača, ubrzati završetak radova, smanjiti Naručiocu troškove izvođenja, održavanja ili korišćenja radova, poboljšati efikasnost ili vrednost izvedenih radova ili na drugi način biti od koristi Naručiocu.

**Član 5**
**Identifikovanje nedostataka**

5.1 Naručilac odnosno Nadzorni organ Naručioca je dužan da proverava rad Izvođača i da obavesti Izvođača o svim uočenim nedostacima. Takva provera neće uticati na obaveze Izvođača, niti će biti smatrana kvalitativnim i/ili kvantitativnim prijemom radova od Ugovornih strana.

5.2 Ispravke nedostataka i garancije

Nadzorni organ Naručioca dužan je da obavesti Izvođača o nedostacima nastalim usled loše izvedenih radova, pre izdavanja Potvrde o privremenom preuzimanju radova. Ukoliko u toku garatnog perioda iz člana 5.3. ovog Ugovora budu uočeni navedeni nedostaci, Naručilac ima pravo da takve nedostatke prijavljuje sve dok se isti ne otklone.

Svaki put kada bude obavešten o nedostatku, Izvođač je obavezan da o svom trošku ispravi taj

any time prior to the completion of works and issuing of the Temporary Confirmation of the taking over of the Works either by issuing instructions or by requesting the Contractor to submit its Offer.

4.2 The Contractor is obliged to perform all requested changes unless he immediately notifies the Customer of the objective impossibility of providing funds for the requested change, or such changes significantly cause changes in the order and progress of works or otherwise and notify the Customer in writing. Upon receipt of such notice, the Customer shall revoke, confirm or amend the order given to the Contractor. The Contractor shall be obligated to adhere the Customer's request for changes, except in the case of impossibility of providing funds for the execution of the requested changes.

4.3 Contractor may, at any time, submit a written proposal to the Customer, which will, in the opinion of the Contractor, speed up the completion of works, reduce the Customer's costs of execution of works, or maintenance or usage of the same, improve the efficiency or value of the executed works or benefit the Customer otherwise.

**Article 5**
**Identification of deficiencies**

5.1 Customer or the Supervisor of the Customer is obliged to check the work of the Contractor and to inform the Contractor of all the deficiencies noted. Such verification will not affect Contractor's obligations, nor will it be considered qualitative and/or quantitative acceptance of works by the Contracting parties.

5.2 Correction of deficiencies and warranties

Customer's Supervisor is obliged to notify the Contractor about the deficiencies made by the poorly performed work before the issuing of Temporary Confirmation on the taking over of the works. If there are mentioned deficiencies during the warranty period from the Article 5.3. of this Contract, the Customer is entitled to report such deficiencies as long as such deficiencies exist.

Each time when receiving a notice about deficiencies, Contractor is obliged to correct the deficiency at his own cost within 8 (eight) working days specified in the notice by the Customer or Customer's Supervisor.

nedostatak u roku od 8 (osam) radnih dana od datuma navedenog u obaveštenju od strane Naručioca ili Nadzornog organa Naručioca.

5.3 Garancije
Ugovorne strane su se sporazumele da je garantni rok za kvalitet izvedenih radova 2 (dve) godine računajući od dana izdavanja Potvrda o privremeno preuzetim radovima bez primedbi.

**Član 6**
**Odbijanje**

6.1 Ukoliko nakon pregleda radova ili kontrole istih Naručilac ustanovi da potupak ugradnje ima određene nedostatke, dužan je isto navede u Građevinski dnevnik i isti overi uz navođenje razloga za to. Izvođač je u obavezi da u što kraćem roku i o sopstvenom trošku izvrši zamenu ili popravku spornih delova u skladu sa Ugovorom.

6.2 Rok za ispravku primedbi mora biti dat u okviru uputstva Naručioca koja će biti dostavljena u pisanoj formi, ukoliko iste nisu navedene u Građevinskom dnevniku i overene od strane Naručioca.

**Član 7.**
**Naručilac**

7.1 Pravo pristupa na gradilište

Naručilac je dužan da Izvođaču da pravo nesmetanog pristupa i uvede ga u posed svih delova gradilišta u roku (ili rokovima) koji proizilaze iz ovog Ugovora.

Ukoliko Izvođač kasni i/ili mu nastanu troškovi koji su rezultat propusta Naručilaca da omogući korišćenje navedenog prava, Izvođač ima pravo na produžetak roka za svako takvo zakašnjenje prouzrokovano od strane Naručioca.

7.2 Nadzorni organ
Naručilac imenuje Nadzorni organ od strane Investitora projekta koji obavlja dužnosti koje su mu dodeljene Ugovorom ili posebnim nalogom Naručioca. Nadzorni organ može obavljati svoja ovlašćenja koja su navedena ili koja se nužno podrazumevaju iz ovog Ugovora. Naručilac mora bez odlaganja obavestiti Izvođača o promeni bilo

5.3 Guarantees
The Contracting parties have agreed that the guarantee period for the quality of completed works is 2 (two) years from the date of issuing the Temporary Taking over certificate without comments.

**Article 6**
**Refusal**

6.1 If, after reviewing the works or control of the same, the Customer determines that the installation procedure have certain defects, he is obliged to state the same in the Construction Diary, verify it and provide reasons for it. Contractor is obliged to make a replacement or repair of the disputed remarks in accordance with the Contract as soon as possible and the cost shall be born by the Contractor.

6.2 The deadline for the correction of objections must be given within the instructions of the Customer, which will be delivered in writing, unless they are indicated in the Construction Diary and validated by the Customer.

**Article 7**
**Customer**

7.1 Right to access to the construction site

Customer is obliged to give the Contractor the right of unrestricted access and introduce him to all parts of the construction site related to Contract works within the deadline (or deadlines) arising from this Contract.
If the Constractor is late and/or it have expenditures because of the Customer's omission to enable him the aforementioned right, the Contractor have a right on the extension of the deadline for any such delay caused by the Customer.

7.2 Supervisor
The Customer appoints the Supervisor by the Investor of the project to perform the duties assigned to them by the Contract or by a seprate order of the Customer. The Supervisor may perform its authorities specified or which are necessarily implied by this Contract. The Customer must notify the Contractor, without any delay, about changes of any authorities granted to the Supervisor by the Customer. Supervisor acts on behalf of the Customer whenever he performs the obligations or

kakvih ovlašćenja koja su data Nadzornom organu od strane Naručioca. Nadzorni organ nastupa u ime Naručioca kada god izvršava obaveze ili ovlašćenja koja su predviđena ili koja se podrazumevaju Ugovorom. Nadzorni organ nema ovlašćenja da oslobodi nijednu Ugovornu stranu svoje obaveze po Ugovoru osim ukoliko to nije definisano članovima ovog Ugovora.

7.3 Ostale obaveze Naručioca:

- da najmanje 10 dana pre početka radova obavesti Izvođača o datumu planiranog početka kako bi isti mogao u zakonskom roku da prijavi radove kod nadležnih službi,
- da dostavi materijal na gradilište prema utvrđenoj specifikaciji. Specifikaciju materijala koji je potreban dostavlja izvođač 2 (dva) dana pre potrebe za ugradnjom;
- da uruči Izvođaču kompletnu i važeću projektnu dokumentaciju u roku od 5 dana od datuma zaključenja ovog Ugovora na osnovu koje je izrađena Ponuda Izvođača, a koja sadrži i deo koji se odnosi na zahteve i uslove ugradnje čelične zaštitne ograde, kao i skicu podzemnih vodova na trasi ugradnje;
- da uruči Izvođaču sve izmene projektne dokumentacije u roku od 3 dana od nastanka istih;
- pripremi deonice za izvođenje radova i obavesti Izvođača upisom u građevinski dnevnik o eventualnim izmenama u podzemnim instalacijama na tim deonicama ili drugim potrebnim činjenicama i tehničkim informacijama;
- da u roku od 7 dana od dana dostavljanja Dinamičkog plana izvođenja radova isti usaglasi sa Izvođačem, uz obostrano potpisivanje i odobravanje;
- da u slučaju neobezbeđenosti bankina potvrdi Izvođaču potpisom u građevinski dnevnik,
- da svakodnevno Izvođaču potpisuje dnevnik radova i ukoliko ima primedbi ili novih zahteva iste unese u građevinski dnevnik i isti potpise;
- da vrati potpisan i pečatiran 1 (jedan) primerak obračunskih listova građevinske knjige u formi koju dostavi Izvođač za mesečni obračunski period,i da overi iste u roku od 5 dana od dana dostavljanja;
- da prilikom predaje građevinske knjige i propratnog pisma u formi Izvođača, potpiše prijem istih isti dan i da ih overi u roku od 5

authorities provided for or implied by the Contract. Supervisor has no authority to release any Contracting Party of its obligation under the Contract unless it is defined by the Articles of this Contract.

7.3 Other obligations of the Customer:

- to notify the Customer at least 10 days prior to the commencement date of the planned beginning so that he can report the works to the competent services within the legal deadline,
- to deliver the material to the construction site according to the established specification. The specification of the required material is submitted by the Contractor 2 (two) days before the reqired installation;
- to deliver to the Contractor complete and valid project documentation within 5 days from the date of conclusion of this Contract on the basis of which the Contractor's Offer was made which also includes the part related to the requirements and conditions for the installation of steel protective fence, as well as a sketch of underground lines on the route of installation,
- to deliver to the Contractorall changes to the project documentation within 3 days of being made;
- prepare the section for the execution of the works and inform the Contractor by entering it in the Construction Diary underground installations on those sections or other necessary facts and technical information,
- to harmonize with the Contractor within 7 days from the day of submitting the Dynamic Work Plan and to approve/ sign the same from both Parties;
- in the event of a failure to provide the stability of shoulder, confirm it to the Contractor by entering it in the Construction Diary,
- to sign daily the Construction Diary to the Contractor and, if he has any objections or new requests, enter those in the Construction Diary and validate,
- to return the signed and stamped 1 (one) copy of the construction book in the form submitted by the Contractor for the monthly billing period, and to certify them within 5 days from the day of delivery
- when submitting the construction book and the cover letter in the form of the Contractor, to sign the receipt of the same on the same day and to certify them within 5 days from the date of delivery, and if they are not certified within the 5 (five) days term, they shall be considered

dana od dana dostavljanja, a u slučaju da ih ne overi u roku od 5 (pet) dana iste se imaju smatrati prihvaćenim;

- da primljene privremene i okončane situacije i izdatu fakturu uz iste potpiše u roku od 7 dana od dana prijema istih ili da dostavi primedbe kako je to navedeno u ovom Ugovoru, a u slučaju da ne budu overene u roku od 7 (sedam) dana iste se smatraju prihvaćenim;
- da će obezbediti nesmetani pristup i posed na gradilištu uključujući posebna i/ili privremena prava prolaza koja su potrebna za obavljanje radova kao i saobraćanu signalizaciju za izvođenje predmetnih radova.

**Član 8**
**Obaveze Izvođača**

8.1 Izvođač se obavezuje:

- da radove izvede u svemu prema projektnoj dokumentaciji, stručno i kvalitetno u svemu prema propisima, pravilima struke, tehničkim uslovima, standardima i normativima koji važe za ovu vrstu radova i tehničkim uputstvima Nadzornog organa Naručioca, i Naručioca
- da izradi dinamički plan izvođenja radova koji su predmet ovog Ugovora u roku od 7 radnih dana od dana zaključenja ovog Ugovora, radi davanja saglasnosti I usaglašavanja istog od strane Naručioca, i u dogovoru sa istim.
- da se pridržava propisa i mera zaštite na radu kao i propisa i mera iz Elaborata zaštite na radu i da shodno tome obezbedi i preduzme odgovarajuće mere lične i grupne sigurnost svojih radnika i trećih lica tokom izvođenja radova,
- da izvrši obuku radnika iz oblasti zaštite na radu,
- da izvede radove u roku po dogovoru sa Naručiocem, pod uslovom da je Naručilac pripremio teren za ugradnju iste. U slučaju zastoja u ugradnji krivicom Naručioca, rok ugradnje će se srazmerno produžiti.
- da je u slučaju štete koja je nastala kao posledica krivice Izvođača, dužan da istu u potpunosti nadoknadi Naručiocu,
- da građevinski dnevnik vodi svakodnevno, a zabeleške koje su unete u njega da se overavaju potpisom Naručioca;
- da redovno za izvedene radove ispostavlja obračunske listove građevinske knjige u 2 (dva) primerka do 28-og u mesecu za

accepted;

- to sign the received interim and completed certificate and the commercial invoice within 7 days from the day of their receipt or to submit remarks as it is stated in this Contract and in the event that they are not certified within 7 (seven) days, they will be considered accepted;
- ensure unrestricted access and possession on the construction site, including special and/or temporary passage rights required for the execution of works as well as traffic signaling for the execution of the subject works.

**Article 8**
**Obligations of the Contractor**

8.1 Contractor undertakes:

- to carry out all the works according to the project documentation, professionally and in a quality manner in accordance with the regulations, rules of the professional, technical conditions, standards and norms applicable to this type of works and technical instructions of the Customer's Supervisor, and the Customer
- to draw up a dynamic plan for the execution of the works that are the subject of this Contract, within 7 working days from the date of conclusion of this Contract, for the purpose of giving consent and harmonization by the Customer, and in agreement with the same.
- to conduct training of workers in the field of occupational safety,
- to carry out works within the deadline, provided that the Customer has prepared the terrain for the installation of the same. In the event of a standstill in the installation by the fault of the Customer, the installation time will be proportionately extended.
- that in case of damage resulting from the Contractor's fault, he is obliged to fully compensate the Customer,
- The construction diary to be kept by the Contractor on a daily basis, and the notes entered in it are certified by the signature of the Customer;
- to regularly issue a construction book in 2 (two) copies for the performed works by the 28th of the month for the accounting period;
- the Contracting parties agree that the Special and General Construction Contracts will not apply to this Contract.
- To appoint the responsible Enginner 3 (three)

obračunski period;
- ugovorne strane su saglasne da se na ovaj Ugovor neće primenjivati Posebne i Opšte Uzanse o građenju.
- Da imenuje odgovornog izvođača radova 3 (tri) dana pre početka radova i obavesti o tome Naručioca pisanim putem;
- navede izvođača koji će biti angažovan na poslovima ugradnje ograde. U slučaju primedi na osoblje Izvođača, Naučilac ima pravo da zahteva njihovu zamenu.

**Član 9.**
**Početak radova**

9.1 Ugovorne strane su saglasne da će:
- datum početka radova biti datum kada su ispunjeni svi uslovi iz Ugovora za započinjanje radova, odnosno: zaključen Ugovor, plaćen avans, dostavljena projektna dokumentacija i usaglašen Dinamički plan izvođenja radova;
- datum kada je Izvođač primio obaveštenje o spremnosti deonica za izvođenje Ugovorenih radova od Naručioca.
- Datum početka radova po ovom Ugovoru Ugovorne strane će sporazumno utvrditi u pisanom obliku tj. kroz usaglašeni Dinamički plan izvođenja radova.

**Član 10.**
**Rok za izvođenje radova**

10.1 Izvođač je u obavezi da predmetne Radove izvrši u svemu prema Dinamičkom Planu izvođenja Radova koji je dat u formi Priloga 3, koji će se dostaviti nakon potpisivanja ovog Ugovora.
10.2 Dinamički plan izvođenja radova će sadržati datum otpočinjanja i datum stupanja u posed gradilišta koji će biti korišćen od strane Izvođača. Izvođač ima pravo da angažuje dodatnog izvođača za postavljanje ograde koji će obavljati radove u skladu sa ovim Ugovorom.

10.3 Izvođač je obavezan da odmah kada dođe do saznanja o bilo kakvim posebnim okolnostima koje mogu da ugroze ili poremete Ugovorene i blagovremeno izvođenje radova, neodložno pisanim putem obavesti Naručioca. Izvođač je u obavezi da uz obaveštenje dostavi i pouzdane dokaze.

10.4 Izvođač ima pravo na produženje roka ako:

days before the start of works and inform the Customer in writing;
- Indicate the contractors who will be engaged in the installation of the fence. In case of remarks to the Contractor's staff, the Customer has the right to request their replacement.

**Article 9**
**Commencement of works**

9.1 The Contracting Parties agree that:
- commencement date will be the date when all the conditions for the commencement of works have been fulfilled e.i. Contract concluded, an advance payment made, submitted project documentation and agreed Dynamic plan of works;
- when the Contractor receives a notice on the readiness of the sections for execution of the Contracted works by the Customer.
- The date of commencement of works under this Contract shall be determined by mutual agreement of the both Parties in writing i.e. thorugh the agreed Dynamic plan of works

**Article 10**
**Deadline for work execution**

10.1 Contractor is obliged to execute in accordance with the Dynamic Plan presented in the form of Attachment 3, which will be additionally delivered after the signing of this Contract.
10.2 The Dynamic plan will contain the Commencement Date and the date of coming into possession of the Construction Site which will be used by the Contractor. The Contractor is entitled to hire another contractor for the installation of the fence according to this Contract.

10.3 The Contractor is obliged, whenever he learns of any special circumstances that may endanger or disrupt the Contracted works or execution of the works in a timely manner, to immediately notify the Customer in writing. The Contractor is obliged to provide reliable proof with the notice.

10.4 The Contractor is entitled to an extension of the deadline if:
- If the Customer does not deliver the material on time according to the dynamic plan;
- the final deadline for the Completion of the works is changed by the Customer, on condition that prolongation of the deadline it is not a consequence of the Contractor's failure to perform the works in accordance with the

- Ukoliko Naručilac ne dostavlja materijal na vreme prema dinamičkom planu;
- se od strane Naručioca izmeni konačan rok za završetak radova, pod uslovom da produženje roka nije posledica propusta Izvođača da izvede radove u skladu sa zahtevima Nadzornog organa i Naručioca odnosno posledica nedostataka u radu Izvođača.
- se značajno izmene količine koje se ugovaraju uvim Ugovorom, i to za minimum 10%.
- nepovoljni klimatski uslovi ugroze dinamiku ugradnje proizvoda, pod kojim uslovima se podrazumevaju izuzetno obline padavine koje uslovljavaju vanredno stanje i objektivno onemogućavaju izvođenje radova.

- su kašnjenja, ometanja ili sprečavanja izazvana od strane Naručioca, osoblja Naručioca ili drugih izvođača koje je angažovao Naručilac, ili koja se njima mogu pripisati.

**Član 11.**
**Nepredviđeni fizički uslovi**

11.1 U ovom članu se pod „fizičkim uslovima" smatraju sve prirodne, veštačke i druge fizičke prepreke kao i zagađivači koje Izvođač može imati na gradilištu prilikom izvođenja radova, uključujući i ispod površinske i hidrološke uslove, ali ne i klimatske uslove.

11.2 Ukoliko se Izvođač susretne sa nepovoljnim fizičkim uslovima za koje smatra da su nepredvidivi, Izvođač će o tome obavestiti Nadzorni organ Naručioca što pre, ali najkasnije u roku od 48h od njihovog otkrivanja.

11.3 U navedenom obaveštenju mora biti jasno i precizno definisano i opisano zbog čega Izvođač smatra nepovoljne uslove nepredvidivima tako da ih Nadzorni organ Naručioca može ispitati. Ukoliko takvi fizički uslovi stvaraju dodatne troškove izvođenja radova ili doprinose kašnjenju realizacije Ugovora, Izvođač će dostaviti pismeno obaveštenje kojim se traži produženje roka, sa jasno definisanim zahtevom i objašnjenjem.

**Član 12.**

requirements of the Supervisory and the Customer, that is, the consequence of defects in the Contractor's work.
- substantial contracted quantities under this Contract are changed, and by a minimum of 10%.
- unfavorable climate conditions threaten the dynamics of installation of the product, under which conditions are meant exceptionally heavy rainfalls that cause a state of emergency and objectively make the execution of works impossible.
- there are delays, obstructions or obstructions caused by the Customer, the Customer's staff or other contractors hired by the Customer, or which can be attributed to them.

**Article 11**
**Unforeseen physical conditions**

11.1 In this article, "physical conditions" are natural and artificial, other physical barriers and pollutants that the Contractor may have at the construction site during the execution of works, including underground and hydrological conditions, but not climatic conditions.

11.2 If the Contractor encounters unfavorable physical conditions that he considers unforeseen, the Contractor will notify the Customer's Supervisor as soon as possible, but not later than 48 hours of its disclosure.

11.3 The mentioned notification must clearly and precisely define and explain the reasons why the Contractor considers the physical conditions are unforeseen so that the Customer's Supervisor can examine them. If such physical conditions, which are unforeseen, create additional costs for the execution of works or contribute to a delay in the realization of the Contract, the Contractor will deliver a written claim relating to the extension of the deadline with a clearly defined request and explanation.

**Article 12**
**Interpretation of the contract**

12.1 In the Contract, except where the context otherwise requires:
- words in one gender include all genders,
- words that are in singular include the plural, and vice versa,
- provisions containing the words "in accordance", "agreed", or "agreement" stipulate

**Tumačenje Ugovora**

12.1 U Ugovoru, osim gde kontekst drugačije zahteva:

- reči u jednom rodu obuhvataju sve rodove,
- reči koje su u jednini obahvataju i množinu, i obrnuto,
- odredbe koje sadrže reč „saglasne", „usaglašen", ili „sporazum" određuju da sporazum bude u pismenom obliku,
- „pismenom" ili „pisanim putem" znači pisano rukom, mašinom, elektronski, što kao rezultat ima trajnost zapisa,
- reči u naslovima naziva članova ovog Ugovora se neće uzimati u obzir pri tumačenju ovog Ugovora,
- reči imaju svoje uobičajeno značenje u jeziku Ugovora osim ako nisu posebno definisane.

**Član 13.**
**Radno vreme**

13.1 Radovi će□e u potpunosti ispunjavati zahteve iz dinamičkog plana izvođenja radova i izvodiće se u periodu od od 07:00-17:00h i biće□e u skladu sa važeć□m zakonom i propisima koji regulišu izvođenje Ugovorenih radova.

**Član 14.**
**Zaposleni kod Izvođača**

14.1 Zaposleni kod Izvođača moraju biti kvalifikovani, obučeni i iskusni u svojim delatnostima ili profesijama.

14.2 Naručilac/Nadzorni organ može zatražiti da Izvođač odstrani (ili naloži odstranjivanje) bilo koje lice zaposleno kod Izvođača ako:

- uporno nastavlja sa lošim ponašanjem ili sa nedostatkom pažnje,
- nekompetentno ili nemarno obavlja svoje dužnosti,
- ne pridržava se odredbi Ugovora,
- ponašanjem ugrožava sigurnost, zdravlje i okolinu.

U tom slučaju, Izvođač će obedzbediti zamenu u roku od 7 dana od dana zahteva Naručioca.

**Član 15.**
**Plaćanje za izvedene radove u slučaju obustave radova**

15.1 Naručilac može izvršiti privremenu obustavu

that the agreement is in writing,

- "Written" or "in Writing" means handwritten, typewritten, electronically, which results in lasting record,
- words in the titles of the article names of this Contract will not be taken into consideration when interpreting this Contract,
- words have their usual meaning in the language of the Contract unless they are specifically defined.

**Article 13**
**Working hours**

13.1 The works will be fully meet the requirement of the Dynamic Plan for execution of the works and shall be performed from 07:00-17:00h, and shall comply with applicable law and regulations governing the execution of the Contract works.

**Article 14**
**Contractor`s employees**

14.1 Contractor's employees must be qualified, trained and experienced in their activities or professions.

14.2 Customer/Supervisor may ask the Contractor to remove (or order removal) any person employed by the Contractor if he:

- persistently continues with bad behavior or lack of attention,
- incompetently or negligently performs his duties,
- does not comply with the provisions of the Contract,
- behaves in a way that endangers health, safety and environment.

In that case, the Contractor shall provide the replacement within 7 days from the day of such request of the Customer.

**Article 15.**
**Payment for executed works in the event of suspension of works**

15.1 Customer may execute a temporary suspension of works but with justified reasons. In this case, the Contractor has the right to charge for performed and construction team downtime compensation if the Customer does not deliver the material on time 150.000 rsd/day.

15.2 After removing the reasons for suspension of works, the Contractor is obliged to continue the

radova iz opravdanih razloga. U takvom slučaju Izvođač ima pravo na plaćanje vrednosti izvedenih radova I naknadu za čekanje na rad ekipe ukoliko Naručilac ne dostavi materijal na vreme u iznosu 150.000 rsd/dan čekanja.
15.2 Nakon otklanjanja razloga zbog kojih su obustavljeni radovi, Izvođač je u obavezi da nastavi radove u skladu sa Obaveštenjem o nastavku radova. Naručilac je u obavezi da u navedeno Obaveštenje upiše datum nastavka radova.

15.3 Izvođač i Naručilac će pre nastavka radova, obići do tada sve izvedene radove i sačiniti Zapisnik o istom. Naručilac će u slučaju oštećenja radova izdati nalog Izvođaču da sporni deo popravi ili zameni. Naknada za takve naknadne radove će biti plaćena u okviru prve sledeće ispostavljenje građevinske situacije kako sledi:

1) Za štetu koju prouzrokuju drugi izvođači ili Naručilac odgovoran je Naručilac.

2) Ako je šteta rezultat radnji Izvođača, za tako nastalu štetu odgovoran je Izvođač.

**Član 16**
**Preuzimanje radova**

16.1 Nakon završetka radova Naručilac će Izvođaču izdati Privremenu Potvrdu o preuzimanju radova (Potvrda o preuzimanju radova). Ako su radovi podeljeni po fazama/ deonicama Izvođač može zatražiti izdavanje Potvrde za svaku fazu/deonicu posebno.
16.2 Nakon što primi zahtev Izvođača za izdavanje potvrde i nakon prihvatanja radova od strane Nadzora, Naručilac je u obavezi da u roku od 7 dana izda Privremenu Potvrdu o preuzimanju radova.
16.3 Naručilac može odbiti zahtev Izvođača navodeći razloge i definisati radove koje Izvođač mora da izvede kako bi omogućio izdavanje Potvrde.

16.4 Ukoliko Naručilac ne izda Privremenu Potvrdu o preuzimanju radova ili propusti da odbije zahtev u roku od 7 dana od dana podnošenja Zahteva, i ako su radovi u značajnoj meri izvedeni po Ugovoru, smatraće se da je potvrda o preuzimanju izdata poslednjeg dana toga roka.

works in accordance with the Notice for Continuation of Works. The Customer is obliged to enter in the aforementioned Notice the date of continuation of works.

15.3 Before continuation of the works Contractor and the Customer shall, visit all the completed works and make Minutes on it. In the event of damage of the works, the Customer will issue a request to the Contractor to repair or replace the damaged part. The fee for such subsequent works will be paid within the first following delivery of the Payment Certificate as below:
1) The damage caused by other contractors or by the Customer shall be responsible the Customer.
2) If the damage is consequence of actions of the Contarctor, the Contractor will be responsible for the same.

**Article 16**
**Taking-over**

16.1 Upon Completion of works, the Customer shall issue a Temporary Certificate of Acceptance to the Contractor (Taking-over Certificate). If the works are divided by phases/shares, the Contractor may request issuing of the Certificate for each phase section separately.
16.2 Upon receiving the Contractor's request for issuing the certificate and acceptance by Supervisor, the Customer is obliged to issue a Temporary Certificate of Acceptance within 7 days.

16.3 The Customer may reject the Contractor's request stating the reasons and specifying the works that the Contractor must carry out to in order to obtain the Certificate.

16.4 If the Customer fails to issue the Temporary Taking-over Certificate or fails to reject the request within 7 days from the date of submission of the Request, and if the works are substantially carried out under the Contract, it shall be considered that the Taking-over Certificate was issued on the last day of that deadline.

**Article 17**
**Termination of the Contract**
17.1 The Customer may terminate this Contract in case of violation of Contractual provisions or non-compliance with the Customer' and Customer's Supervisor instructions, as well as for the following reasons:

**Član 17.**
**Raskid Ugovora**

17.1 Naručilac može raskinuti ovaj Ugovor iz razloga kršenja Ugovornih odredbi ili nepoštovanja naloga Naručioca ili Naručiočevog Nadzornog organa, kao i iz sledećih razloga:

- ako Izvođač ne započne izvođenje radova prema Dinamičkom planu izvođenja radova; neopravdano obustavi radove u periodu dužem od 7 dana; napusti Radove, ili na druge načine jasno pokaže da nema nameru da nastavi da ispunjava svoje obaveze po Ugovoru;

- ako je pokrenut stečajni postupak protiv Izvođača ili isti uđe u proces likvidacije;

- ako Naručilac obavesti Izvođača da postoje nedostaci koji predstavljaju kršenje Ugovora, a Izvođač ne ispravi dati nedostatak u razumnom vremenskom periodu koji je odredio Naručilac, a koji ne može biti kraći od 8 (osam) radnih dana;

17.2 Ukoliko Naručilac ne izvrši plaćanja u skladu sa ovim Ugovorom, ne izvrši overu ispostavljene situacije u ostavljenom roku ili ne spremi deonice za izvođenje radova, Izvođač može da dostavi Obaveštenje Naručilacu da će obustaviti radove ili smanjiti tempo izvođenja radova, i da će takva obustava ili smanjenje tempa radova biti sve dok Naručilac ne ispuni svoju obavezu.

17.3 Ukoliko u ostavljenom roku iz Obaveštenja Naručilac ne ispuni svoje obaveze po ovom Ugovoru, Izvođač stiče pravo da jednostrano raskine ovaj Ugovor, pisanim putem. Raskidanje Ugovora ne dovodi u pitanje naplatu svih do tada izvedenih radova prema ovom Ugovoru pod uslovom da su isti prihvaćeni od strane Nadzornog organa i Naručioca.

Ako Izvođač naknadno prihvati takvu radnju ili plaćanje od strane Naručilaca pre nego što ga obavesti o raskidu Ugovora, Izvođač će nastaviti sa uobičajenim radom.

17.4 Izvođač ima pravo da raskine Ugovor ako:

- Naručilac ne izvrši sva plaćanja,

- Naručilac neopravdano ne overi ili ne

- if the Contractor does not commence the execution of works according to the Dynamic Plan of execution of works; suspends the works unjustifiably for a period longer than 7 days; abandones the Works, or in other ways clearly indicates that he has no intention of continuing to fulfill his obligations under the Contract;

- if a bankruptcy procedure is performed against the Contractor or he enter the process of liquidation;
- if the Customer informs the Contractor of the deficiencies that violate the Contract and the Contractor does not amend the deficiency in a reasonable time period given by the Customer and which cannot be shorter than 8 (eight) working days;

17.2 If the Customer fails to make payments in accordance with this Contract, does not validate the delivered Payment Certificate within the deadline or does not prepare the sections for the execution of the works, the Contractor may submit a Notice to the Customer that it will suspend the works or slow the dynamic of execution of the works, and that such suspension or reduction will last until the Customer fulfill his obligation.
17.3 If, within the time limit specified in the Notice, the Customer fails to fulfill its obligations under this Contract, the Contarctor will be entitled to unilaterally terminate this Contract, in written form. The termination of the Contract does not question the payment of all the work done in accordance with this Contract on condition that the same are accepted from the Supervisor and the Customer.

If the Contractor subsequently accepts such action or payment by the Customer before giving notice of termination of the Contract, the Contractor will proceed with the usual work.

17.4 The Contractor has the right to terminate the Contract if:
- The Customer does not fulfill all payments

- The Customer, without reason, does not verify the Payment Certificate/measurement book/construction log in accordance with this Contract;
- The Customer has failed to fulfill his obligations under this Contract thus financially and badly influencing on the economical balance of this Contract and/or the Contractor's capability to execute this Contract,
- The Customer goes bankrupt, becomes

overava građevinski dnevnik/knjigu, građevinske situacije u skladu sa ovim Ugovorom,

- Naručilac ne izvršava obaveze iz ovog Ugovora tako da materijalno i štetno utiče na ekonomski saldo Ugovora i/ili sposobnost Izvođača da izvrši ovaj Ugovor,

- Naručilac bankrotira, postane nesolventan, protiv njega je pokrenut postupak likvidacije ili stečaja,

17.5 U slučaju gore navedenih odredbi Ugovora, Izvođač će obavestiti Naručioca 7 dana unapred, pisanim putem. Odluka Izvođača da raskine Ugovor ne dovodi u pitanje njegova ostala prava prema ovom Ugovoru ili nečemu drugom.

17.6 Raskidom Ugovora obe Ugovorne strane se oslobađaju svojih obaveza i budućih davanja, ali to neće uticati na prava i obaveze dospele do trenutka raskida Ugovora.

Raskid neće uticati ni na jednu odredbu Ugovora u vezi sa rešavanjem sporova ili bilo koju drugu odredbu koja će važiti posle raskida. U slučaju kada je za raskid Ugovora odgovorna druga Ugovorna strana, tada Ugovorna strana koja raskida Ugovor ima pravo na naknadu direktne štete koju pretrpi kao posledicu raskida.

**Član 18.**
**Potraživanja, sporovi i rešavanje sporova**

18.1 Ukoliko Izvođač smatra da ima pravo na produžetak roka za izvršenje radova i/ili na dodatna plaćanja prema bilo kom članu ovog Ugovora, ili na drugi način u vezi sa Ugovorom, Izvođač će o tome obavestiti Naručioca i opisati događaj i okolnosti koje su izazvale takvo potraživanje. Izvođač je u obavezi da u vezi konkretnog slučaja dostavi sve dokaze svojih navoda.

18.2 Naručilac je u obavezi da na takvo Obaveštenje odgovori prihvatanjem, odbijanjem ili da detaljni komentar u roku od 7 (sedam) dana od dana dobijanja takvog Obaveštenja.
18.3. Ako Naručilac smatra da ima potraživanje prema Izvođaču koje je posledica nekvalitetno ili neblagovremeno izvedenih radova od strane Izvođača, Naručilac će obavestiti Izvođača i opisati događaj i okolnosti koje su prouzrokovale

insolvent, a liquidation or bankruptcy procedure has been initiated against him,

17.5 In case of the above provisions of the Contract, the Contractor will notify the Customer 7 days in advance, in written form. The Contractor's decision to terminate the Contract does not question his other rights under this Contract or any else.

17.6 With the termination of the Contract, both Contracting Parties are released from their obligations and of receiving future fulfillment, but this will not affect the rights and obligations due until the termination of the Contract.
The termination will not affect any of the provisions of the Contract regarding the settlement of disputes or any other provision that will apply after the termination. If the other Contracting Party is liable for the termination of the Contract, the Contracting Party which terminates the Contract is entitled to compensation for the direct damage suffered as a result of termination.

**Article 18**
**Claims, disputes and dispute resolution**

18.1 If the Contractor considers that he is entitled to an extension of the deadline for execution of works and/or additional payments under any of the articles of this Contract or otherwise in connection with the Contract, the Contractor will inform the Customer and describe the event and circumstances that caused such claim. The Contractor is obliged to submit all evidence of his allegations regarding the particular case.
18.2 The Customer is obliged to respond to such Notice by accepting, refusing or giving a detailed comment within 7 (seven) days from the date of receipt of such Notice.
18.3 If the Customer considers that he is entitled to a claim towards the Contarctor due to the poor quality or untimely performed works by the Contractor, the Customer will inform the Contractor and describe the event and cicumstances that caused such claim.
18.4 The Contractor is obliged to respond to such Notice by accepting, refusing or giving a detailed comment within 5 days from the date of receipt of such Notice.

18.5 Both parties agree that all disputes arising out of the application and interpretation of this Contract will be settled by mutual consent through authorized

takvo potraživanje.
18.4. Izvođač je dužan da odgovori na takvo Obaveštenje prihvatanjem, odbijanjem ili davanjem detaljnog komentara u roku od 5 dana od dana prijema takvog Obaveštenja.

18.5 Potpisnici ovog Ugovora se slažu da sve sporove proizašle iz primene i tumačenja ovog Ugovora reše sporazumno preko ovlašćenh zastupnika. Ukoliko do sporazuma ne dođe saglasne su da se spor konačno razreši od strane Privrednog suda u Beogradu.

**Član 19.**
**Viša sila**

19.1 U ovom članu „Viša sila" je izuzetan događaj ili okolnost:
- koja je van kontrole Ugovorne strane,
- od koje se Ugovorna strana nije mogla obezbediti pre sklapanja Ugovora,
- koja, kada je nastala, Ugovorna strana nije mogla razumno izbeći ili savladati.

19.2 Pod „Viša sila" u smislu ovog Ugovora, Ugovorne strane podrazumevaju sledeće: pandemija, poplavu, požar i druge prirodne katastrofe, rat, ratnu blokadu i mobilizaciju, invazije, delovanja stranih neprijatelja, terorizam, revolucija, građanski rat, eksplozivne naprave, štetno zračenje ili radioaktivno zagađenje.

19.3 Prekid radova može nastati u slučaju nastupanja više sile i drugih okolnosti koje Ugovorne strane nisu mogle predvideti prilikom zaključenja Ugovora ili izbeći njihovo nastupanje, o čemu će Izvođač u pisanoj formi obavestiti Naručioca i obrnuto.

19.4 Taj rok za obaveštenje ne može biti duži od 24h od momenta otpočinjanja uzroka „Više sile".

19.5 Ugovorna strana koja u napred navedenom roku ne izvrši svoju obavezu javljanja gubi pravo da joj se prizna Viša sila i dužna je da drugoj Ugovornoj stvarni nadoknadi nastalu štetu zbog ne prijavljivanja ili neblagovremene prijave.

19.6 U slučaju dokazanog trajanja Više sile produžavaju se rokovi ispunjenja Ugovornih

representatives. If an agreement is not reached they agree that the dispute should be finally settled by the Commercial Court in Belgrade.

**Article 19**
**Force Majeure**

19.1 In this article, "Force Majeure" is an exceptional event or circumstance:
- which is out of control of the Contracting party,
- from which the Contracting party could not have secured itself prior to the conclusion od the Contract,
- which, when created, the Contracting party could not reasonably avoid or overcome.

19.2 By "Force Majeure", for the purposes of this Contract, the Contracting parties mean the following: pandemic, flood, and other natural disasters, war, war blockade and mobilisation, invasions, actions of foreign enemies, terrorism, revolutions, civil war, explosive devices, harmful radiation or radioactive contamination.

19.3 The termination of works can occur in the event of "Force Majeure" and other circumstances which the Contracting parties could not foresee during the conclusion of the Contract or avoid their appearance, about which the Contractor will notify the Customer in written form and vice versa.

19.4 That period for notification can not be longer than 24h from the moment of the beginning of the cause of the "Force Majeure".

19.5 The Contracting party which fails to comply with its obligations to report within the mentioned deadline loses the right of acknowledgement of "Force Majeure" and is liable to compensate the incurred damage to the other contracting party caused by not reporting or untimely notification.

19.6 In the event of a proven duration of "Force Majeure", the deadlines for fulfilling the Contractual obligations are extended, according to the duration of the event and its consequences but 60 days at most.

19.7 If the "Force Majeure" effects last more than 60 days, this Contarct shall be considered automatically terminated.

19.8 The Customer will approve an extension of

obaveza, prema vremenu trajanja događaja i njegovih posledica, ali najviše 60 dana.

19.7 Ako dejstvo Više sile traje duže od 60 dana ovaj Ugovor se ima smatrati automatski raskinutim.

19.8 Naručilac će odobriti Izvođaču produžetak roka u svakom konkretnom slučaju za period koliko budu trajale okolnosti koje su uzrokovale prekid radova.

**Član 20.**
**Korišćenje dokumentacije Izvođača**

20.1 Izvođač zadržava sva autorska i druga prava intelektualnog vlasništva nad svim svojim dokumentima koje dostavlja Naručiocu ili drugim subjektima u skladu sa izvođenjem radova po ovom Ugovoru.

20.2 Smatra se da Izvođač potpisivanjem ovog Ugovora daje Naručiocu trajno, prenosivo, neeskluzivno i besplatno pravo na umnožavanje, korišćenje i dostavljanje takve dokumentacije drugima, isključivo za potrebe Radova po ovom Ugovoru. Naručilac ne sme koristiti navedenu dokumentaciju sa drugom svrhom bez pisanog odobrenja Izvođača.

**Član 21.**
**Poverljivi podaci**

21.1 Ugovorne strane su dužne otkriti sve poverljive i druge podatke koji mogu biti razumno zatraženi kako bi se potvrdilo pridržavanje Ugovora i kako bi se on na pravilan način izvršio.

21.2 Obe Ugovorne strane su dužne da drže pojedinosti Ugovora za sebe i u tajnosti, osim do one mere koja je potrebna da bi se izvršile svoje obaveze prema Ugovoru ili da bi se pridržavale važećih zakona. Ugovorne strane ne smeju objaviti ili otkriti bilo koje pojedinosti u vezi sa ovim Ugovorom, naročito delove koje se tiču cena i načina plaćanja istih, bez prethodne pisane saglasnosti druge strane. Međutim, Izvođač može otkriti samo podatke koji su dostupni javnosti ili informacije koje su mu bile poznate kako bi dokazao svoje kvalifikacije prilikom učestvovanja

the deadline to the Contractor in any concrete case for the period of the duration of the circumstances that caused the interruption of the works.

**Article 20**
**The Usage of the Contractor's documentation**

20.1 The Contractor keeps all the copyright and other intellectual property rights over all of its documents delivered to the Customer or other subjects in accordance with the execution of the works under this Contract.

20.2 It is considered that the Contractor, by signing of this Contract grants the Customer a permanent, transferable, non-exclusive and free right to reproduce, use and provide such documentation to others, exclusively for the purposes of Works under this Contract. The Customer cannot use the mentioned documentation for any other purpose without the written consent from the Contractor.

**Article 21**
**Confidential information**

21.1 The Contracting parties are obliged to disclose all confidential and other information which can be reasonably requested in order to verify compliance and properly execute the Contract.

21.2 Both Contracting parties are obliged to keep the details of the Contract to themselves and in confidentiality, except up to the extent necessary to fulfill their obligations under the Contract or to abide with applicable laws. The Contracting parties can not publish or reveal any details related to the Contract, especially the parts related to the price and payment methods of the same, without prior written consent from the other party. However, the Contractor can only reveal informations available to the public to prove his qualification during participation in procedures for obtaining other Projects.

**Article 22**
**Agreement on the implementation and use of the prescribed measures for the safety and health of the Contractor `s staff and Customer's**

22.1 The contracting parties agree that this Article

u postupcima dobijanja drugih Projekata.

**Član 22.**
**Sporazum o sprovođenju i primeni propisanih mera za bezbednost i zdravlje osobija Izvođača i Naručioca**

22.1 Ugovorne strane su saglasne da se ovaj član Ugovora ima smatrati kao Sporazum o sprovođenju i primeni propisanih mera za bezbednost i zdravlje radnika Izvođača i Naručioca.

22.2 Ugovorne strane su dužne da sarađuju u primeni propisanih mera za bezbednost i zdravlje angažovanih radnika na Gradilištu.

22.3 Ugovorne strane su dužne da koordiniraju aktivnosti u vezi sa primenom mera za otklanjanje rizika od povređivanja, odnosno oštećenja zdravlja zaposlenih, kao i da obaveštavaju jedna drugu i zaposlene o tim rizicima i merama za njihovo otklanjanje.

22.4 Izvođač se obavezuje da se u toku izvođenja Radova pridržava postojećih propisa i mera zaštite na radu te da shodno tome obezbedi sredstva lične zaštite svojih angažovanih zaposlenih na predmetnim Radovima.
Ukoliko u toku trajanja ovog Ugovora nastane neki od nesrećnih slučajeva ili šteta u odnosu na angažovane radnike Izvođača, sve zahteve vezane za naknadu šteta Izvođač će rešiti na teret svojih sredstava i to u međusobnom odnosu Radnik - Izvođač.

22.5 U pogledu zaštite na radu Izvođač će:
- prijaviti Ugovorene radove nadležnoj inspekciji rada,
- izraditi akt o proceni rizika za radna mesta
- izvršiti osposobljavanje svojih zaposlenih za bezbedan i zdrav rad,
- utvrditi zdravstvenu sposobnosti zaposlenih ukoliko su raspoređeni na radna mesta sa povećanim rizikom

**Član 23.**
**Potrebna dokumentacija**

23.1 Obaveza je Ugovornih strana da dostave svaku promenu podataka koje su unete u ovaj Ugovor u roku od 3 (tri) dana od dana izvršene promene (zahtev za gašenje delatnosti, promena

of the Contract should be known as the Agreement on the implementation and use of the prescribed measures for the safety and health of the Contractor`s staff and Customer.

22.2 The Contracting parties are obliged to cooperate in the application of the prescribed measures for the safety and health of the engaged workers at the construction site.

22.3 The Contracting parties are obliged to coordinate activities regarding the application of measures to eliminate the risk of injury, that is damage to the health of the employees, as well as to inform each other and the employees about such risks and the measures for their elimination.

22.4 The Contractor undertakes to comply with the existing regulations and measures of protection at work during the execution of the works and accordingly provide means of personal protection for all of his engaged employees on the work in question. If, during the term of this Contract, an accident or damage happens to the engaged workers of the Contractor, all claims related to the compensation of damages will be settled by the Contractor at his own expense and in mutual relationship Worker- Contractor.

22.5 Regarding safety at work, the Contarctor will:
- report the Contracted works to the competent labor inspection,
- make a safety and health at work act,
- conduct the training of its employees for safe work,
- determine health ability of employees if they are assigned to jobs with increased risk.

**Article 23.**
**Required documentation**

23.1 The Contracting parties have the obligation to provide any change in the information entered in this Contract within 3 (three) days from the day of the change (request to shut down the activity, change of headquarters, the change of account with the commercial bank and other not mentioned).

23.2 The Contracting parties agree that the persons referred to in Table 1 will be responsible for the execution of this Contract. The Contracting parties can receive instruction only from determined persons listed in Table 1 and 2.

23.3 All communication, correspondence and

sedišta, promena računa kod poslovne banke i ostalo nepomenuto).

23.2 Ugovorne strane su saglasne da će lica iz Tabele 1 biti odgovorna za izvršenje Ugovora. Ugovorne strane mogu primati uputstva samo od imenovanih lica iz Tabele 1 I 2.

23.3 Sva komunikacija, prepiske i objašnjenja, razmena informacija između Ugovornih strana biće na engleskom jeziku ili srpskom jeziku, u odnosu na zahtev Naručioca.

Tabela broj 1:ovlaćena lica

| Kontakt lica Izvođača su | Ovlašćena lica Naručilaca su |
|---|---|
| Ivana Radovanović | |
| | |
| | |

Tabela broj 2 E-mail korespodencija između Podugovornih strana:

| Adresa elektronske pošte Izvođača: | Adresa elektronske pošte Naručilaca |
|---|---|
| ivana.radovanovic@unipromet.co.rs | procurement@ccecc.rs |
| | |
| | |

23.4 Sva obaveštenja koja su vezana za izvršenje odredbi ovog Ugovora treba da budu dostavljena i u pisanoj formi, preporučenom pošiljkom drugoj Ugovornoj strani, na sledeće adrese, izuzev ako drugačije nije određeno ovim Ugovorom u pojedinim slučajevima:

Izvođač: "UNIPROMET DOO ČAČAK" Bulevar oslobodilaca Čačka 92a, 32103 Čačak, Srbija

Naručilac: CHINA CIVIL ENGINEERING CONSTRUCTION CORPORATION BALKAN OGRANAK BEOGRAD, Batajnički drum 3 deo 6A, Beograd (Zemun)

Radi izbegavanja svake sumnje, elektronska komunikacija upućena sa registrovanih adresa (Tabela 2) će se smatrati validnom za dostavljanje obaveštenja, ali bilo kakva promena ugovora mora biti u pisanoj formi i potpisana od strane ovlašćenih lica (zakonskih zastupnika).

explanations, the exchange of information between the contracting parties will be in English language or Serbian language, depending on the request of the Customer.

Table No. 1 authorized persons

| Contact of the Contractor are | Contact of the Customer are |
|---|---|
| Ivana Radovanović | |
| | |
| | |

Table No. 2 E-mail correspondence between the Contracting parties:

| E-mail of the Contractor: | E-mail of the Customer: |
|---|---|
| ivana.radovanovic@unipromet.co.rs | procurement@ccecc.rs |
| | |
| | |

23.4 All notices related to the execution of the provisions of this Contract should be delivered also in written form, as registered mail to the other contracting party to the following addresses unless otherwise stipulated by this Contarct in individual cases:

The Contractor: "UNIPROMET LLC ČAČAK" Bulevar oslobodilaca Cacka 92a, 32103 Cacak, Serbia

The Customer: CHINA CIVIL ENGINEERING CONSTRUCTION CORPORATION BALKAN OGRANAK BEOGRAD, Batajnički drum 3 deo 6A, Beograd (Zemun)

For the avoidance of any doubt, communication from registered e-mail addresses (Table 2) will be considered valid for the delivery of notices, but any change to the contract must be in writing and signed by authorized persons (legal representatives).

**Article 24.**

Contractual documents, Attachments, interpretation and law

24.1 Contractual documents are:

- Attachment 1: Technical documentation
- Attachment 2: Contractor's Offer;
- Attachment 3: Dynamic Plan;

**Član 24.**

Ugovorna dokumenta, prilozi, tumačenje i pravo

24.1 Ugovorna dokumenta su:

- Prilog 1: Tehnička dokumentacija
- Prilog 2: Ponuda Izvođača;
- Prilog 3: Dinamički plan;

24.2 Nezakonitosti, nepravilnosti izdvajanja

Ukoliko je bilo koja odredba ovog Ugovora nezakonita ili neizvršiva, ili postane takva, takva odredba neće imati uticaj na ostale odredbe ovog Ugovora koje će ostati u punoj snazi i izvršive, osim kada takve odredbe ne mogu da budu izvojene iz ostatka teksta ovog Ugovora s obzirom na smisao istog.

U takvom slučaju Ugovorne strane će bez odlaganja da otpočnu da sarađuju prijateljski u cilju da se izmeni nepravilna odredba sa drugom odgovarajućom.

24.3 Bilo koje dopune i izmene Ugovora mogu se vršiti isključivo zaključenjem Aneksa uz ovaj Ugovor koji bi potpisale obe Ugovorne strane.

24.4 Na ovaj Ugovor se primenjuje Pravo Republike Srbije.

24.5 Ovaj Ugovor će biti validan i za dobrobit pravnih sledbenika i jedne i druge Ugovorne strane, i promene u vlasništvu neće uticati na ovaj Ugovor.

24.6 Ovaj Ugovor je sačinjen na srpskom/engleskom jeziku, u 4 (četiri) istovetna primerka od kojih svaka Ugovorna strana zadržava po 2 (dva) primerka.
U slučaju neslaganja merodavna je verzija na engleskom jeziku.

24.2 Illegalities, irregularities and seclusions

If any provision of this Contract is unlawful or unenforceable, or it becomes, such unlawfulness or lack of enforceability will not have effect on other provisions of this Contract, which will remain in full force and enforceable, except when such provisions cannot be secluded from the remainder of the text of this Contract with regard to the meaning of the same.

In such case, the Contracting parties will, without delay begin to cooperate in a friendly manner in order to amend the incorrect provision with another appropriate one.

24.3 Any amendments and modifications of the Contract can be made exclusively by concluding an Annex to this Contract, which would be signed by both Contracting parties.

24.4 Serbian Law is applied to this Contract.

24.5 This Contract will be valid and for the benefit of legal successors of both parties and changes in ownership will not affect this Contract.

24.6 This Contract is made in Serbian/Englis language, in 4 (four) identical copies, and each of the Contracting parties keeps 2 (two) copies.
In case of any discrepancy, the English version of the Contract shall prevail.

Za Naručioca/For the Customer,
CHINA CIVIL ENGINEERING CONSTRUCTION CORPORATION BALKAN OGRANAK BEOGRAD

Zhongzheng Chen _____(title)

Za Izvođača/For the Contractor,
UNIPROMET DOO ČAČAK

Aleksandar Markovic, zastupnik/legal representative

„UNIPROMET" d.o.o. Čačak
1. Pravna služba
2. Finansijska služba
3. Komercijalna služba
4. Tehnička služba

UNIPROMET est.1989

Unipromet d.o.o. Čačak|Bulevar Oslobodilaca Čačka 92A, 32000 Čačak|Tel: 032 357 040, Fax: +381 32 357 040|E-pošta office@unipromet.co.rs
Ogranak |Tel/Fax:032 357 040|E-pošta office@unipromet.co.rs

**CHINA CIVIL ENGINEERING CONSTRUCTION CORPORATION**
Batajnički drum, 3DEO, 6A
11080 Beograd - Zemun
Serbia

Bill-to Customer No: C12112
VAT registration No: 109874997

**Ponuda posla PONGRA24-0096**

**Unipromet d.o.o. Čačak**

Bulevar Oslobodilaca Čačka 92A, Čačak
32000

Document Date 25.3.2024.

Job No: JOB24-0104

| | | | | | | |
|---|---|---|---|---|---|---|
| 25 | CONS | INSTALLATION CATADIOPTERS | 63,00 | PCS | 312,03 | 19.657,89 |
| 26 | CONS | INSTALLATION DIRECTION POST | 60,00 | PCS | 581,73 | 34.903,80 |
| | | **Overpass 102+309** | | | | |
| 27 | CONS | INSTALLATION OF GUARD RAIL | 3,00 | DAY | 130.000,00 | 390.000,00 |
| | | **Overpass 105+797** | | | | |
| 28 | CONS | INSTALLATION SR ES/1.0 | 396,00 | M | 1.169,69 | 463.197,24 |
| 29 | CONS | INSTALLATION ENDING TERMINAL FOR SR ES 12M RAL | 4,00 | PCS | 30.411,99 | 121.647,96 |
| 30 | CONS | INSTALLATION CATADIOPTERS | 56,00 | PCS | 312,03 | 17.473,68 |
| 31 | CONS | INSTALLATION DIRECTION POST | 10,00 | PCS | 581,73 | 5.817,30 |
| | | **Overpass 108+115** | | | | |
| 32 | CONS | INSTALLATION SR ES/1.0 | 412,00 | M | 1.169,69 | 481.912,28 |
| 33 | CONS | INSTALLATION ENDING TERMINAL FOR SR ES 12M RAL | 4,00 | PCS | 30.411,99 | 121.647,96 |
| 34 | CONS | INSTALLATION CATADIOPTERS | 57,00 | PCS | 312,03 | 17.785,71 |
| 35 | CONS | INSTALLATION DIRECTION POST | 10,00 | PCS | 581,73 | 5.817,30 |

**Total RSD** **6.268.066,11**

**Payment Terms:** 100% in advance

**Instalation Method:** Installed to subsequently defined dynamics.

**Offer is valid until:** 05.04.2024.

**Note:** **Delivery of the materials to the construction site is the responsibility of the customer. The customer is obligated to notify us 7 days in advance that the field is ready for installation.**

Unless otherwise is noted in the offer, installation refers to standard prepared shoulders (soil class 3, 4 or 5) and did not include the preparation of the terrain for installation, ie. leveling, clearing the terrain, moving the grass as well as geometric marking. It is your responsibility to prepare the ground and provide access to the machinery.

**The offer does not include traffic signalization, which is an obligation of the investor.**

If you agree with the quote, please return signed and sealed copy of this document.

S' poštovanjem

ИВАНА РАДОВАНОВИЋ 008798743
Auth
Digitally signed by ИВАНА РАДОВАНОВИЋ 008798743
Auth
Date: 2024.03.25 09:16:53 +01'00'

MP

Odobrio:

CHINA CIVIL ENGINEERING CONSTRUCTION CORPORATION * BALKAN Ogranak BEOGRAD 1

Registarski broj 07364954
Poreski broj 101297718

Ime banke Unikredit banka
Br. računa u banci 170-2702-56
IBAN RS35170003000280032074
SWIFT šifra BACXRSBG